

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 64	
2. CONTRACT NO. HDEC0216D0004P00002		3. AWARD/EFFECTIVE DATE 14-Dec-2016		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC02-16-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NANCY P. MATHERNE				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 48908	
8. OFFER DUE DATE/LOCAL TIME 03:00 PM 05 Jan 2016		9. ISSUED BY DEFENSE COMMISSARY AGENCY RESALE CONTRACTING DIRECTORATE 1300 E AVENUE FORT LEE VA 23801-1800  TEL: FAX:		CODE HDEC02		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 722310 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$38,500,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE	
17a. CONTRACTOR/OFFEROR MILITARY DELI & BAKERY SERVICES, INC. TIM HOWARD 10600 N TRADEMARK PKWY STE 412 RANCHO CUCAMONGA CA 91730-5936 TELEPHONE NO. (909) 623-2383		CODE 080Y8		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FINANCE & ACCOUNTING SVC "EFT: T" DFAS-CAPS-W VENDOR PAY P O BOX 369016 COLUMBUS OH 43236-9016	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		CODE HQ0131			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	
		<b>SEE SCHEDULE</b>				22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$1,852,937.28</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  <i>Trista P. Robinson</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TRISTA P. ROBINSON / CONTRACT SPECIALIST TEL: (804) 734-8000 ext 48892 EMAIL: trista.robinson@deca.mil		31c. DATE SIGNED 21-Dec-2016	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p><b>SEE SCHEDULE</b></p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS

Section SF 30 - BLOCK 14 CONTINUATION PAGE

EXTEND POP

1. Pursuant to the authority of FAR 52.217-9, Option to Extend the Term of the Contract, the Government hereby exercises its option on Contract Line Item 0003AB for the performance period from February 1, 2019 through January 31, 2020.
2. Pursuant to FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment, the Consolidated Waged Determinations associated under this contract are updated with the most current wage determinations applicable to this period of performance. The Contractor has 30 days from the date of this modification to submit a request for equitable adjustment for increased costs resulting from the revised wages and fringe benefits. (See Attachment 1).
3. All other terms and conditions remain unchanged.

## Section SF 1449 - CONTINUATION SHEET

ADDENDUM TO FAR 52.212-4

## FAR 52.212-4 ADDENDUM – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS

1. **TYPE OF CONTRACT:** Fixed-Price, Indefinite Delivery Requirements Type contract. The Federal Supply Code (FSC) assigned to this requirement is S203-Housekeeping and Services. This requirement is a performance based service acquisition.

2. **PERIOD OF PERFORMANCE:** The base period of performance will commence on February 1, 2017, through January 31, 2019. In addition there will be three 12-month option periods (Option Year 1 – February 1, 2019 - January 31, 2020, Option Year 2 - February 1, 2020 – January 1, 2021, and Option Year 3 – February 1, 2021 - January 31, 2022) available that may be exercised at the sole discretion of the Government, subject to the terms and conditions of this contract. There are five one-year Award Term Periods also available, contingent upon contractor's performance at the excellent level as set forth in Section J. Award Term Clause.

Award Term 1- February 1, 2022 – January 31, 2023, Award Term 2- February 1, 2023 – January 31, 2024, Award Term 3 – February 1, 2024 – January 31, 2025, Award Term 4 – February 1, 2025 – January 31, 2026, and Award Term 5 – February 1, 2026 – January 31, 2027.

3. **FORMAL TEAMING ARRANGEMENTS:** A formal teaming arrangement is when a contractor will depend on the products, capital contributions, or expertise [in whole, or in part] of another company (or companies) to successfully complete the performance of a contract. A contractor engaged in a formal teaming arrangement will maintain the written formal agreement that outlines the terms of the arrangement throughout the life of the contract. If a contractor is in a teaming arrangement where a change in the partners has occurred or will occur in the future, the Contracting Officer must be immediately notified, prior to implementation. The Contracting Officer will determine if the change adversely affects performance under this contract. If it is determined that performance is adversely affected, the Contracting Officer may use remedies provided in the contract terms and conditions that may lead to termination of the contract. The contractor is prohibited from entering into a teaming arrangement after performance has begun on this contract, without the advance written approval of the Contracting Officer. Government approval of such a proposed action after award will only be approved under extreme circumstances. The prime contractor maintains full responsibility for performance under this contract as the prime contractor regardless of any teaming arrangements made with subcontractors. An award made subject to a teaming or partnering arrangement shall not be changed without written approval from the Contracting Officer.

4. **SMALL BUSINESS SUBCONTRACTING PLAN:** (Large Business Contractor ONLY). As prescribed in FAR 52.219-9, Subcontracting Plans, an offeror who is a large business per the NAICS Code 722310 shall provide a small business subcontracting plan with their offer. The subcontracting plan must comply with the requirements of FAR Part 19.704 and DFARS Part 219.704.

The Contractor awarded the contract(s) is required to submit the appropriate subcontracting reports via the Electronic Subcontracting Reporting System (eSRS), which may be accessed by logging in to: <http://www.esrs.gov>. The eSRS is an electronic, web-based system for subcontract reporting that replaces the manual paper forms (SF 294 and SF 295) and provides a single point of entry for subcontracting requirements and reports.

When submitting subcontracting reports via eSRS, the Contractor shall at a minimum include the following e-mail addresses:

Contracting Officer: Trista P. Robinson, e-mail: [trista.robinson@deca.mil](mailto:trista.robinson@deca.mil); Phone: (804) 734-8000, x48892  
Contract Specialist: Nancy Patterson Matherne, e-mail: [nancy.matherne@deca.mil](mailto:nancy.matherne@deca.mil); Phone (804) 734-8000, x48908  
eSRS Agency Coordinator: Floyd Kirkland, e-mail [floyd.kirkland@deca.mil](mailto:floyd.kirkland@deca.mil); Phone (804) 734-8000, x86223

Assistance in developing or updating a subcontracting plan may be obtained online from the Defense Contract Management Agency (DCMA) at [www.dcmamail](http://www.dcmamail). Under “Customer Access”, click on “CMT Viewer”, enter your

CAGE number on the search screen to obtain your SBS contact. In addition, your local Procurement Technical Assistance Center (PTAC) may be of assistance at [www.dla.mil/db/procurem.htm](http://www.dla.mil/db/procurem.htm). Subcontracting plan templates are available on the DeCA website at <http://www.commissaries.com/business/subcontractplan.cfm>.

**5. SMALL BUSINESS PARTICIPATION PLAN REPORT:** The contract awardee (large and small business concerns) shall submit a small business participation plan report annually (October 1 through September 30). At a minimum, the contractor shall submit a report that addresses actual achievement of the required elements listed at Attachment 7 (Page 7a), including completion of the worksheets at pages 7b (Subcontracted Supplies or Services) and 7c (Subcontracting Goals) reflecting actual achievement for the annual reporting period. The report is due NLT October 31 of each year (covers the period 1 Oct thru 30 Sep each reporting period).

**6. SAM, ORCA AND EDA REQUIREMENTS:** The Contractor is responsible for keeping registration active in the System for Award Management (SAM), Online Representations and Certifications Application (ORCA), and Electronic Document Access databases throughout the duration of this contract. These databases may be accessed via the Internet at <http://www.acquisition.gov> and <http://eda.ogden.disa.mil>.

**7. DELIVERY TICKET INVOICE (DTI) PROCEDURES:** In lieu of Wide Area Work Flow Payment Instructions (DFARS 252.232-7006), invoices and payments will be processed through SAVES. Receiving and payment processes on this contract will be accomplished through DTI procedures. Under these procedures, the daily reconciliation document will serve as a receipt and an invoice for bill paying purposes. The daily reconciliation documents will be accumulated by the Government, and consolidated, or rolled up, weekly into a single DTI amount. The rollup period may follow a Monday through Sunday or Days of a Month Schedule (Days 1 through 7, 8 through 14, 15 through 21, 22 through 28, and 29 to end of month), but the contractor and the commissary must agree to the rollup method used. This consolidated amount will be the amount used for the designated payment period.

The Contractor information:

Remittance Address:

Military Deli & Bakery Services, Inc.  
10600 N. Trademark Pkwy # 412  
Rancho Cucamonga, CA 91730-5936

Point of Contact: Gary Schindler

Telephone Number: 909-373-1344

**8. ORDERING:** For purposes of this contract, delivery orders or task orders, as referred to in DFARS 252.216-7006, Ordering (contained herein), is defined as the daily reconciliation document which serves as a receipt and an invoice for bill paying purposes. Paragraph (c) of the reference clause is not applicable to this contract.

**9. ITEM TRANSFER:** Deli/bakery contractors are often required to purchase case lot quantities when procuring food subsistence from food wholesalers or retail outlets for utilization in their food production process. This often necessitates the purchase of quantities that exceed their requirements resulting in spoilage and losses that are passed down to our patrons in the form of increased prices. The intent of this procedural change is not to supply all food subsistence needs to contractors but to afford deli/bakery contractors access to better quality food by authorizing purchases from produce, meat and grocery departments in amounts that may not otherwise be available.

The deli/bakery contractors are authorized to request purchases of specific commissary-owned food to incorporate into products they sell in order to enhance their display cases, to add to a product offered for sale and to process for resale. Examples include tomatoes or lettuce for incorporation into a sandwich or pickles added as a side to a sandwich. The deli/bakery contractor can make use of this privilege at their discretion.

All subsistence sold to the deli/bakery contractor from the commissary must be exclusively utilized to support deli/bakery operations, as specified in the contractual agreement with DeCA. The deli/bakery contractor may not

offer the purchased items for resale to the patron for other than the aforementioned conditions. For example, the deli/bakery contractor may not sell tomatoes or lettuce in their original condition. Additionally, deli/bakery contractors may not utilize the purchases process to replace their traditional suppliers for reoccurring food subsistence requirements. In the event the deli/bakery contractor violates the purchase procedures or utilize the purchased food subsistence for other than an approved use, action will be taken to immediately terminate the transfer/purchase privilege.

In the event the commissary experiences a not-in-stock situation on an item normally requested by the deli/bakery contractor or the request for new items is denied, the contractor shall hold the Government harmless. In these situations, the contractor is expected to utilize traditional methods for store replenishment to ensure there is no degradation in service to our customers.

Savings incurred through the purchase of food from the commissary to the deli/bakery contractor, shall be passed on to the patron. These savings are attributable to lower prices for the purchased merchandise as well as shrink. The contracting officer will be responsible for validating savings to the patron.

Designated as pre-approved for purchases are:

(1) Avocados, carrots, cucumbers, lemons, cabbage, lettuce (all kinds), onions, greens (mustard, kale, etc.), tomatoes (all varieties), peppers (various colors), and grapes.

(2) Produce in limited quantities (usually less than one pound) for enhancement of display cases.

(3) Food, such as pickles or olives that will be added as a garnish to sandwiches or fresh uncooked or frozen chicken that will be transformed into roasted ready-to-eat chicken may be approved by the contracting officer upon receipt of a written request from the deli/bakery contractor. These written requests will be handled on a case-by-case basis and must be for a specific period of time or permanent basis.

The deli/bakery contractor must complete a DeCA Form 70-20, Subsistence Request for Issue, Turn-In or Transfer, Apr 2006 (attachment 1) as follows:

(1) One form will be submitted for each department that items are requested and issued from. The deli/bakery manager or designated representative must sign and date the DeCA Form 70-20 in the field denoted as "Issue/Turn-In Quantity Is Requested By".

(2) The "Request To", "Date Items Required", "Item Description", "Unit of Issue", "Quantity", "Unit Price", and "Unit Cost" fields must be completed. The commissary shall utilize the retail price and not the cost price.

(3) The department manager or designee shall sign and date the DeCA Form 70-20 indicating that the product has been issued to the deli/bakery contractor in the "Issue Qty In Supply Action" field. The contractor shall validate all issues by signing and dating the DeCA Form 70-20 in the "Rec Qty In Supply Action" field.

(4) The issuing department will be responsible for control and overall monitoring of DeCA Form 70-20. The original forms will be maintained in the issuing department.

The issuing department (s) will roll up the DeCA Form 70-20 on the two working days after the end of the roll up period, and possibly before an inventory at the direction of commissary management. The DeCA Form 70-20 is for record keeping purposes to support the deduction and will be maintained by the issuing department.

The contractor shall review the DeCA Form 70-20 for accuracy and sign it. A copy of supporting DeCA Form 70-20 (s) will be provided to the contractor upon completion. The amount on the DeCA Form 70-20 will be deducted from the amount submitted to the Resale Accounting Branch (RAB) before the receipt amount is submitted. The deli/bakery contractor will be responsible for forwarding completed copies of the DeCA Form 70-20 (s) to their company's accounting office as appropriate. The DeCA Form 70-20 will also be used as supporting documentation to record the transfers of product from issuing department to the gaining department.

10. **MILITARY FOOD INSPECTIONS:** The MFI serves as the food safety regulator for the DeCA. The MFI is a representative of the U.S. Army or U.S. Air Force Public Health Command. U.S. Army Public Health Command representatives support commissaries on Army, Navy, and Marine Corps installations. U.S. Air Force Public Health Command representatives support commissaries on Air Force Installations. The primary role of the MFI is regulatory in nature and reinforces federal and DoD food safety and sanitation requirements. In addition to the regulatory role, the Army MFI also performs food inspections as a core mission requirement. Food inspections are performed to determine quality, condition, and wholesomeness. All items sold in the commissary store are subject to inspection by the MFI.

11. **AWARD TERM (CLAUSE):**

- i. Award Term. The award term is an acquisition technique for recurring requirements that rewards the Contractor for its *overall* excellent performance with a long-term relationship. It affords the Contractor opportunities to earn additional performance periods in one-year increments of 12 months for up to an additional five (5) years. Potential benefits of maintaining a long-term contractual relationship with a quality Contractor are continuous improvements in the processes affecting the goals of the contract and stability within the Contractor's workforce.
- ii. Monitoring of Performance. Award term performance monitoring focuses on those attributes of the Contractor's performance that bear on the incentive objectives. The purpose of performance monitoring is to obtain accurate information about the Contractor's achievement of the incentive objectives. Award term performance monitoring is ongoing.
- iii. Award Term Plan. The Award Term Plan provides specifics regarding the incentive objectives, organization and responsibilities of the Award Term Board (ATB), standards, evaluation criteria and ratings, evaluations and award term plan change procedure. See Technical Exhibit B Award Term Plan.
- iv. Contractor Self-Evaluation. The Contractor has the option to submit a written self-evaluation to be included for consideration by the Award Term Board or address the Award Term Board in person, via telephone, or video teleconference with an oral presentation of the self-evaluation as part of the interim and final award term evaluations. The Contractor's self-evaluation, in the format presented, will be used in the Award Term Board's evaluation of the Contractor's performance for the period of evaluation.

If the Contractor elects to exercise the option to submit a written self-evaluation, the written self-evaluation must be submitted to the Contracting Officer within 7-10 calendar days, considering holidays, after receipt of notice of an impending interim or final award term evaluation for each evaluation period.

If the Contractor elects to exercise the option to request an oral presentation of the self-evaluation, the Contractor must submit a written self-evaluation as stated above in advance. An oral self-evaluation presentation must be presented by an employee in a management position within the Contractor's organization. The determination to honor a request for an oral presentation of the self-evaluation is at the discretion of the Contracting Officer. Costs associated with the Contractor's efforts in this regard will not be reimbursed under this contract.

- v. Award Term Extensions. The contract shall be unilaterally modified to reflect any award term extension. The total contract performance period, including extensions under this clause shall not exceed ten years, six months.

If the Contractor has earned an award term, they must earn an award term in each succeeding year. If the Contractor fails to earn an award term in a succeeding year, the Government may declare the award term incentive void and cancel any award terms that the Contractor has earned, but has not commenced.

If, in any year, the Contracting Officer determines that the Contractor's performance fails to meet award term standards, then the Term Determining Official may declare the award term incentive void and cancel any award terms that the Contractor has earned but has not commenced.

Any changes to the award term determination criteria which shall apply during each award term period will be provided to the Contractor in writing by the Contracting Officer at least 30 days prior to the start of each award term period. Notification at a later date, or alteration of criteria, including added criteria, after an award term period has begun, must be agreed to by both parties.

The Contractor may cancel any award term before it begins by giving the Contracting Officer written notice at least one (1) year in advance. The Contractor may not cancel any award term with less than one (1) year notice, or terminate any award term that has already begun. Should the Contractor elect to cancel any award term, the operation of the award term incentive will end immediately and all remaining award terms that the Contractor has earned are cancelled.

The cancellation of any award terms or the voiding of the award term incentive for any of the reasons set forth in this clause shall not be considered a termination for convenience or a termination for default and shall not entitle the Contractor to any equitable adjustment or any other compensation.

All award term extensions are conditioned upon (1) a continuing Agency need for the contract services, and (2) the continuing responsibility of the Contractor, as defined by FAR 9.104-1.

Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or cause in accordance with FAR 52.212-4 *Contract Terms and Conditions – Commercial Items*.

**12. REQUEST FOR EQUITABLE ADJUSTMENTS DUE TO CHANGES IN DEPARTMENT OF LABOR WAGE DETERMINATIONS:** In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act- Price Adjustment, adjustments to pricing (patron savings) resulting from mandatory increases in wage rates and/or health and welfare benefits on applicable Department of Labor (DoL) wage determinations are permissible. The contractor must submit the request for a price adjustment to the Contracting Officer and shall provide specific information describing how increases will impact the percentage of savings after giving consideration to the most recent annual inflation rate as published on the U.S. Department of Labor Statistics, Consumer Price Index (CPI) table for Food and Beverages. This table can be accessed at [www.bls.gov/data/](http://www.bls.gov/data/). The response to this issue shall be in sufficient detail to allow for a clear and calculable understanding of the potential impact. The U.S. Department of Labor Price Adjustment Calculator Tool (PACT) shall be utilized to determine the amount that may be requested as a result of issuance of new wage determination rates. SCA Price Adjustment requests that do not include a completed PACT excel book may be determined incomplete and ineligible for further consideration by the Contracting Officer. The PACT tool and training for how to use the PACT tool is available at <http://www.wdol.gov/pact/>.

**13. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEMS (CPARS):** In accordance with Federal Acquisition Regulation (FAR) 42.1502 (a), Past Performance evaluation shall be prepared at least annually and at the time work under a contract or order is completed for supplies, services, and contingency operations inside and outside of the United States. Effective October 1, 2014, Defense Commissary Agency (DeCA) resale contract actions are not required to be reported to the Federal Procurement Data System (FPDS), which prevents the input and transmission of a contractor evaluation by way of the electronic CPARS. As such, DeCA will implement a new process for assessing contractor past performance. Upon implementation, the solicitation/contract will be amended/modified with further guidance.

**14. PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PIRS):** PIRS is a web-enabled, enterprise application that provides timely and pertinent contractor past performance information to the Department of Defense and Federal acquisition community for use in the making selection decisions. PIRS assists acquisition officials by serving as the single source for contractor past performance data. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. PIRS consists of two components, Report Card (RC) and Statistical Reporting (SR). Both components support the Federal Acquisition Regulation (FAR) requirement to consider past performance information prior to making a contract award (FAR Parts 15, 26 and 42).



15. **GLOBAL DATA SYNCHRONIZATION (GDS):** DeCA utilizes data synchronization by means of the Global Data Synchronization Network (GDSN). Direct store delivery, local/regional – includes delicatessen, bakery and seafood specialty department products – and variable weight items are currently exempt. Contractors may be required to transmit data for specialty department products in the future and shall do so at no additional cost to the Government. Additional information may be found at the following two (2) websites:

World Sync at: [www.1worldsync.com/deca](http://www.1worldsync.com/deca)

GS1US at: <http://www.gs1us.org/>

16. **WEB PRICING:** The Contractor shall utilize DeCA's Web Pricing System at <https://www.commissaries.com/webpricing>.

17. **ENTERPRISE BUSINESS SOLUTION (EBS):** DeCA is in the process of implementing a new supply chain system, Enterprise Business Solution (EBS) in phases over the next four years. Current legacy procurement, ordering, receiving and point of sale systems will be phased out and new systems and processes will replace existing technology. All items, both UPC coded and PLU based, will be sent electronically or loaded by the contractor using the EBS Vendor Portal. DeCA will also push prices to the Store scales with the PLU, price, ingredients and nutrition information. The contractor will provide the scale data to DeCA during the implementation of EBS.

DeCA will follow the International Dairy Deli-Bakery Association (IDDBA) Council PLU data for Deli and Bakery PLU standards. All items that do not fall within the IDDBA will be assigned by DeCA as a retailer assigned PLU. The PLU listing will be posted on DeCA's web page that can be accessed by the contractor. The contractor will use the DeCA standard list provided on the web page.

- All UPC based product / Pre-Packaged products should be sold using the barcode. PLU stickers should not be placed over the original bar codes. The UPC, retail price, description, nutritional information and all other details as required by DeCA for the products will be sent through the EBS Vendor Portal.
- For PLU based products, the contractor shall use the list on the DeCA web page. For items that do not exist in that list, the contractor shall request a DeCA assigned PLU in future.
- All products that are sold in the store will be approved by the category manager and will have a UPC or a DeCA standard PLU. Items that are not approved by the Category Manager will not be accepted by DeCA.
- DeCA may choose to use a standard UPC code for all items sold by each (does not include random weight items). The contractor shall use the DeCA standard UPCs if required.
- DeCA may choose to use a 5 digit PLU for random weight meat and cheese to associate brand names with the PLU. The PLU structure will be provided by DeCA.

All current and future systems /data changes will be at no additional cost to DeCA.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	<p>Deli/Bakery Resale Operations -CLUSTER 3            FFP            Deli/Bakery Resale Operations in 5 South Carolina commissaries located at Fort Jackson, Shaw AFB, Charleston AFB, Charleston NWS, and Parris Island MCRD. All locations have both a deli and a bakery.</p>				\$0.00

The base performance period is 24 months. Three 1-year option periods are also available. The contract performance period may be extended in one year "Award Term" increments, up to five years.

Price shall include all labor, materials, overhead, to include costs associated with eCMRA requirement, and profit costs for the work effort required for operating and managing the deli and bakery resale operations.

Under no circumstances shall the per-item (whether sold by weight, volume, or per each) savings be less than 13% below the retail price of the comparable stores within the local competitive area. The local retail area is an area within 20 miles of each commissary.

The price, expressed as a minimum percentage of patron savings, is the amount the contractor will save the commissary patron on each of the five product categories. The Product Categories are as follows:

- Random Weight
- Non Random Weight
- Bakery
- Sushi
- Ready-to-Eat/Heat

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ESTIMATED NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA		24	Months	\$51,470.48	\$1,235,291.52

BASE PERIOD - CLUSTER 3  
FFP

Deli/Bakery Resale Operations.  
The base period is 24 consecutive months.

Base Year One: First consecutive 12 months of Base Performance Period:  
February 1, 2017 - January 31, 2018.

Random Weight: Percentage of Patron Savings: 13.60%  
Non Random Weight: Percentage of Patron Savings: 16.00%  
Bakery: Percentage of Patron Savings: 16.50%  
Sushi: Percentage of Patron Savings: 13.20%  
Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50%

Base Year Two: Second consecutive 12 months of Base Performance Period:  
February 1, 2018 - January 31, 2019.

Random Weight: Percentage of Patron Savings: 13.60%  
Non Random Weight: Percentage of Patron Savings: 16.00%  
Bakery: Percentage of Patron Savings: 16.50%  
Sushi: Percentage of Patron Savings: 13.20%  
Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50%  
FOB: Destination

ESTIMATED  
NET AMT

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\$1,235,291.52

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB EXERCISED OPTION	OPTION YEAR ONE - CLUSTER 3 FFP Deli/Bakery Resale Operations. First Option Performance Period: February 1, 2019- January 31, 2020. Third consecutive 12-month period.  Random Weight: Percentage of Patron Savings: 13.60% Non Random Weight: Percentage of Patron Savings: 16.00% Bakery: Percentage of Patron Savings: 16.50% Sushi: Percentage of Patron Savings: 13.20% Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50% FOB: Destination	12	Months	\$51,470.48	\$617,645.76
ESTIMATED NET AMT					\$617,645.76

PSC CD: S203

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC OPTION	OPTION YEAR TWO - CLUSTER 3 FFP Deli/Bakery Resale Operations. Second Option Performance Period: February 1, 2020 - January 31, 2021. Fourth consecutive 12-month period.  Random Weight: Percentage of Patron Savings: 13.60% Non Random Weight: Percentage of Patron Savings: 16.00% Bakery: Percentage of Patron Savings: 16.50% Sushi: Percentage of Patron Savings: 13.20% Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50% FOB: Destination	12	Months	\$51,470.48	\$617,645.76
ESTIMATED NET AMT					\$617,645.76

PSC CD: S203

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AD OPTION	OPTION YEAR THREE - CLUSTER 3 FFP Deli/Bakery Resale Operations. Third Option Performance Period: February 1, 2021 - January 31, 2022. Fifth consecutive 12-month period.	12	Months	\$51,470.48	\$617,645.76

Random Weight: Percentage of Patron Savings: 13.60%  
 Non Random Weight: Percentage of Patron Savings: 16.00%  
 Bakery: Percentage of Patron Savings: 16.50%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/Ready to Heat Percentage of Patron Savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT	\$617,645.76
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PSC CD: S203

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AE OPTION	AWARD TERM ONE - CLUSTER 3 FFP Deli/Bakery Resale Operations.	12	Months	\$51,470.48	\$617,645.76

Earned for Overall Excellent Performance during the first consecutive 12 months of the base performance period: February 01, 2017 – January 31, 2018.

Award Term One Performance Period: February 1, 2022 - January 31, 2023. Sixth consecutive 12-month period.

Random Weight: Percentage of Patron Savings: 13.60%  
 Non Random Weight: Percentage of Patron Savings: 16.00%  
 Bakery: Percentage of Patron Savings: 16.50%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/Ready to Heat: Percentage of Patron savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT \$617,645.76

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AF OPTION	AWARD TERM TWO - CLUSTER 3 FFP Deli/Bakery Resale Operations.	12	Months	\$52,593.21	\$631,118.52

Earned for Overall Excellent Performance during the second consecutive 12 months of the base performance period, February 1, 2018- January 31, 2019.

Award Term Two Performance Period: February 1, 2023 - January 31, 2024. Seventh consecutive 12 month period.

Random Weight: Percentage of Patron Savings:14.00%  
 Non Random Weight: Percentage of Patron Savings: 16.40%  
 Bakery: Percentage of Patron Savings: 17.00%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT	\$631,118.52
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AG OPTION	AWARD TERM THREE - CLUSTER 3 FFP Deli/Bakery Resale Operations.	12	Months	\$52,593.21	\$631,118.52

Earned for Overall Excellent Performance during the third consecutive 12 months of the contract performance period, February 1, 2019 - January 31, 2020.

Award Term Three Performance Period: February 1, 2024 - January 31, 2025. Eighth consecutive 12-month period.

Random Weight: Percentage of Patron Savings:14.00%  
 Non Random Weight: Percentage of Patron Savings: 16.40%  
 Bakery: Percentage of Patron Savings: 17.00%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT	\$631,118.52
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PSC CD: S203



ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AH OPTION	AWARD TERM FOUR - CLUSTER 3 FFP Deli/Bakery Resale Operations.	12	Months	\$52,593.21	\$631,118.52

Earned for Overall Excellent Performance during the fourth consecutive 12 months of the contract performance period: February 1, 2020 – January 31, 2021.

Award Term Four Performance Period: February 1, 2025 - January 31, 2026. The ninth consecutive 12-month period.

Random Weight: Percentage of Patron Savings: 14.00%  
 Non Random Weight: Percentage of Patron Savings: 16.4%  
 Bakery: Percentage of Patron Savings: 17.00%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/ Ready to Heat: Percentage of Patron Savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT \$631,118.52

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AJ OPTION	AWARD TERM FIVE - CLUSTER 3 FFP Deli/Bakery Resale Operations.	12	Months	\$52,593.21	\$631,118.52

Earned for Overall Excellent Performance during the fifth consecutive 12 months of the contract performance period: February 1, 2021 - January 31, 2022.

Award Term Five Performance Period: February 1, 2026 - January 31, 2027. The tenth consecutive 12-month period.

Random Weight: Percentage of Patron Savings: 14.00%  
 Non Random Weight: Percentage of Patron Savings: 16.40%  
 Bakery: Percentage of Patron Savings: 17.00%  
 Sushi: Percentage of Patron Savings: 13.20%  
 Ready-to-Eat/Ready to Heat: Percentage of Patron Savings: 15.50%  
 FOB: Destination

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ESTIMATED NET AMT	\$631,118.52
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PSC CD: S203

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0003	N/A	N/A	N/A	N/A
0003AA	N/A	N/A	N/A	Government
0003AB	N/A	N/A	N/A	Government
0003AC	N/A	N/A	N/A	Government
0003AD	N/A	N/A	N/A	Government
0003AE	N/A	N/A	N/A	Government
0003AF	N/A	N/A	N/A	Government
0003AG	N/A	N/A	N/A	Government
0003AH	N/A	N/A	N/A	Government
0003AJ	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-FEB-2017 TO 31-JAN-2019	N/A	N/A FOB: Destination	
0003AB	POP 01-FEB-2019 TO 31-JAN-2020	N/A	N/A FOB: Destination	
0003AC	POP 01-FEB-2020 TO 31-JAN-2021	N/A	N/A FOB: Destination	
0003AD	POP 01-FEB-2021 TO 31-JAN-2022	N/A	N/A FOB: Destination	
0003AE	POP 01-FEB-2022 TO 31-JAN-2023	N/A	N/A FOB: Destination	
0003AF	POP 01-FEB-2023 TO 31-JAN-2024	N/A	N/A FOB: Destination	
0003AG	POP 01-FEB-2024 TO 31-JAN-2025	N/A	N/A FOB: Destination	
0003AH	POP 01-FEB-2025 TO 31-JAN-2026	N/A	N/A FOB: Destination	
0003AJ	POP 01-FEB-2026 TO 31-JAN-2027	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2015
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	OCT 2001
52.219-9 Alt III	Small Business Subcontracting Plan (OCT 2015) Alternate III	OCT 2015
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEP 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-13	Acquisition of EPEAT - Registered Imaging Equipment (Jun 2014)	JUN 2014
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.223-16	Acquisition of EPEAT®-Registered Personal Computer Products	OCT 2015
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

### 52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JUN 2016)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi)

\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one week of service, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the number of weeks available under the contract;

(2) Any order for a combination of items in excess of the number of weeks available under the contract performance period;; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the performance start date, not including any award term extension.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT



## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract performance period.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years, six months.

(End of clause)

## 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

## CLIN 0003 South Carolina Stores

Commissary	ST	County	Equivalency Number	Equivalency Issue Date	Job Position: 07130 Food Service Worker WG 2- 2
Fort Jackson	SC	Richland	AC-0120R	19 JUL 2016	\$12.40
Shaw AFB	SC	Sumter	AC-0120R	19 JUL 2016	\$12.40
Charleston AFB	SC	Charleston	AC-0119R	15 SEP 2015	\$13.35
Charleston NWS	SC	Berkeley	AC-0119R	15 SEP 2015	\$13.35
Parris Island MCRD	SC	Beaufort	AC-0119R	15 SEP 2015	\$13.35

(End of clause)

## 52.222-4503 CONSOLIDATED WAGE DETERMINATION (FEB 2011)

The DOL wage determinations required for this solicitation and any resulting contract are incorporated by reference with full force and effect as required by FAR 52.222-41, Service Contract Act of 1965, as Amended (for commercial items see FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, paragraph (c)(1)). The applicable wage determinations are listed in the attached consolidated wage determination. If there is any discrepancy between the consolidated wage determination and the DOL wage determination, the DOL wage determination shall prevail. Copies of the applicable wage determinations are available at [www.wdol.gov](http://www.wdol.gov). If you are unable to obtain a copy of the WD from this site, please contact the issuing office identified in Block 9 of the SF 1449 or Block 7 of the SF 33.

## 52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014)

(a) Definitions. As used in this clause--

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is--

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

#### 52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

#### 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

#### 52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the States of Georgia, North Carolina, and South Carolina.

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<http://www.acq.osd.mil/dpap>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from first day of performance through the last day of performance on this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

- (3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or
- (4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

n/252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

- (1) Document type. The Contractor shall use the following document type(s).

n/a

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

n/a

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	n/a
Issue By DoDAAC	n/a
Admin DoDAAC	n/a
Inspect By DoDAAC	n/a
Ship To Code	n/a
Ship From Code	n/a
Mark For Code	n/a
Service Approver (DoDAAC)	n/a
Service Acceptor (DoDAAC)	n/a
Accept at Other DoDAAC	n/a
LPO DoDAAC	n/a
DCAA Auditor DoDAAC	n/a
Other DoDAAC(s)	n/a

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

n/a

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

n/a



(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**IMPORTANT INFORMATION  
FREEDOM OF INFORMATION ACT (FOIA)**

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency's electronic reading room located at [www.commissaries.com](http://www.commissaries.com) and on the Government Point of Entry (GPE) [www.fbo.gov](http://www.fbo.gov) .

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

**RECENT CONTRACT AWARDS:** The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.

**HISTORICAL PRICING:** The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.

TECHNICAL EXHIBIT A

PERFORMANCE WORK STATEMENT  
FOR  
DELI AND BAKERY RESALE OPERATIONS

1. GENERAL

1.1 Introduction. The Defense Commissary Agency (DeCA), Department of Defense (DoD), operates a worldwide commissary system that provides quality grocery products at cost to active duty military personnel and retirees, members of the Reserve and National Guard, their families and other authorized users. Commissaries are an important inducement to recruitment and retention of skilled personnel, while simultaneously holding down taxpayer costs. Surveys consistently rate the commissaries as one of the military's top non pay benefits. Many young service families benefit from the price savings provided by the commissaries.

1.2 Mission. DeCA delivers a vital benefit of the military pay system that sells grocery items at cost while enhancing quality of life and readiness. Below is a list of roles and responsibilities for individuals responsible to carry out the mission for the purpose of this Performance Work Statement (PWS) requirement.

1.2.1 Contracting Officer. The Contracting Officer is the only individual authorized to enter into, administer, change, and terminate contracts. The Contracting Officer is responsible for ensuring that all contract actions comply with appropriate laws, executive orders, regulations and other applicable procedures, and approvals.

1.2.2 Contracting Officer Representative. The Contracting Officer Representative is the requiring activity individual designated and authorized in writing by the Contracting Officer to perform specific technical and administrative functions in support of the contracted operation.

1.2.3 Program Manager. The Program Manager is the requiring activity individual who is responsible for managing the success of the program for contracted Deli and Bakery Resale Operations for DeCA.

1.2.4 Store Director. The Store Director is the requiring activity individual who is responsible for overall management and operation of a commissary store, to include operating within Agency policy and standards. The Store Director responds to the support requirements of patrons, meets with consumer groups, and acts as liaison for the DeCA at the installation level.

1.3 Background. This contract is written and will be administered as a Performance Based Services Acquisition (PBSA). This method of contracting requires that the Government describe the requirements the Contractor must meet in terms of outcome or results. The how is left to the Contractor, within certain regulatory guidelines as referenced herein. This allows the Contractor more flexibility in achieving the desired results. The Contractor shall execute its responsibilities under this contract in a manner that is consistent with the performance standards contained herein.

1.3.1 The Government shall neither supervise Contractor employees nor control the method by which the Contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual Contractor employees.

1.3.2 It shall be the responsibility of the Contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the Contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the Contractor's responsibility to notify the Contracting Officer immediately.

1.4 Scope. The Contractor shall furnish all personnel, supervision, food products, expendable supplies, and other items unless otherwise specified, necessary to operate a deli and bakery resale operation (to include sushi) offering a variety of items in quantities to satisfy patron demands, ensure patron savings, increase patron transactions and maximize patron satisfaction at the commissary stores as listed in each of the CLINs.

1.4.1 New Establishments. Stores that may be newly built or remodeled that include a footprint for a new deli and bakery resale operation may be added to the contract without re-competition during contract performance with Region, Headquarters, and Contracting Officer Approval.

1.4.2 Hours of Performance. The Contractor shall ensure employees are available to operate the deli and bakery resale operations during the hours of operation established for the locations in the Schedule of Supplies (SF Form 1449 continuation sheet). For details specific to this contract and PWS requirement see Attachment 5, "Commissary Hours of Operation". The Contractor is expected to ensure that sufficient staff is available to provide timely customer service during all hours as posted at [www.commissaries.com](http://www.commissaries.com) to include early bird hours as posted.

1.4.3 Business Relations. The Contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The Contractor shall manage the timeliness, completeness, and quality of problem identification. The Contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The Contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all Contractor personnel. Professional and ethical behavior includes respecting the diversity and views of all whom the Contractor employee may come into contact with while in performance of this PWS.

1.4.4 Contract Administration. The Contractor shall establish processes and assign appropriate resources to effectively administer the requirements of this contract and PWS requirement. The Contractor shall respond to Government requests for contractual actions in a timely fashion. The Contractor shall have a single point of contact responsible for contract actions and communications between the Government and the Contractor's corporate office. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement. The Contractor shall seek to operate in a manner that constantly improves the service provided to the patrons while minimizing costs to the Government for items such as utilities, non-expendable supplies and equipment costs.

1.4.5 Records. The Contractor shall ensure sufficient records of its operations are maintained in order to meet the requirements of all DoD and DeCA directives for reporting on the performance of the Contractor operations, as required. Examples of such reports include product sales reports, temperature logs, product expiration date codes and others as may be required by DoD and/or DeCA Directives.

1.4.6 Reporting. Quarterly the Contractor shall submit a report in an excel format detailing the delivery of product in accordance with the requirements for providing Random Weight items to meet patron demand. The report shall include the manufacturer name (Brand), category of product (Ham, Turkey, etc.) product description (Honey Ham, Peppered Turkey, etc.) total weight in pounds and median price for each product sold during the quarter. The Contractor shall submit the report by close of business on the last business day of the month immediately following the quarter to the Contracting Officer, for distribution to the Program Manager. Quarters are defined as 1 January through 31 March, 1 April through 30 June, 1 July through 30 September, and 1 October through 31 December.

1.4.7 Products. The Contractor shall provide to the Program Manager and the Contracting Officer, on a completed DeCA Form 40-15, Display Presentation & New Item Form, which may be found on <http://www.commissaries.com/officialpublications/>, accurate and current information on UPCs and DeCA PLUs for all items sold through the Deli and Bakery Resale Operations performance. This information shall be updated as necessary during contract no later than 15 days prior to the start of performance. The fixed UPCs will be loaded into DIBS (DeCA's Interim Business System) and will flow to the front-end systems (CARTS) for each price zone accordingly via a web-based contract system thereby providing a more accurate accounting of deli and bakery resale operations sales.

1.4.7.1 When the Contractor desires to add new a non-random weight item, the Contractor shall submit a completed DeCA Form 40-15 for the proposed new item to the Program Manager and Contracting Officer for approval. Prior to displaying the new item, approval from the Program Manager is required.

1.4.7.2 The Contractor shall offer for sale products that have been inspected and approved in accordance with Federal and/or State commercial procedures acceptable to the Contracting Officer. In the absence of a commercial inspection procedure, military inspection procedures will apply.

1.4.7.3 The Contractor shall not offer for sale any products which are expired or are beyond the "sell by" or "use by" dates set by the manufacturer. In the event a bakery item does not have a manufacturer's "use by" or "sell by" date, Attachment 4, "Recommended Bakery Shelf Life" shall be applicable.

1.4.8 Expiration Date Codes. The Contractor shall provide expiration date codes and other codes necessary to identify in-date products on the shelf. The Contractor is required to provide a written explanation of the code dating system to the COR for distribution to the Food Safety Inspectors.

1.4.9 Food Recalls. In the event of a product recall by the U.S. Department of Agriculture (USDA), DeCA, or the manufacturer, the Contractor shall immediately remove all recalled items from the in-store specialty delicatessen and bakery resale operations. The Contractor shall immediately notify via e-mail the Contracting Officer, Program Manager and Health & Safety directorate upon receipt of such recall notice..

1.4.10 UPC/PLU Code. The Contractor shall ensure all products offered for sale have an industry standard manufacturers UPC code or PLU code with product description. Under limited circumstances the Contractor may cover the UPC code with any other sticker which would prevent the item from being scanned by the register operator.

1.4.10.1 Items which are sold within the deli and bakery resale operations that become represented by a national broker under exclusive contract with the manufacturer may have their UPC code covered with another sticker preventing the item from being scanned by the register. Approval from the Program Manager must be obtained prior to covering the UPC code.

1.4.10.2 Items which are short dated may have their UPC code covered with another sticker preventing the item from being scanned by the register. Approval from the Program Manger must be obtained prior to covering the UPC code. The Contractor must be aware of the possibility of the necessity for approval to cover the UPC code in order to timely request approval from the Program Manager. Approval is on a case by case basis.

1.4.10.3 Items which are coded with an International UPC code that does not scan in our business system may have their UPC code covered with another sticker preventing the item from being scanned by the register. Approval from the Program Manager must be obtained prior to covering the UPC code.

1.4.11 Sale of Same Item. From time to time, items which are sold within the in-store specialty delicatessen and bakery resale operations may become represented by a national broker under exclusive contract with the manufacturer. In such cases, the Commissary must obtain all of these items through the exclusive contract provided by the broker. The Contractor shall discontinue selling any such item within their stock assortment within 30 days from the date of notification of the change in manufacturer exclusivity with a broker.

1.4.12 Suppliers. The Contractor's suppliers shall comply with the Country of Origin Labeling (COOL) requirements of the Food and Drug Administration (FDA), and be registered with the FDA for Bio Terrorism.

1.4.13 Deliveries. Delivery vehicles must be in good repair and clean. Drivers and vehicles must meet the requirements of the local installation before being allowed onto a military installation. Deliveries are subject to Government inspection before being unloaded. The Contractor may not use failure to meet any of the installation requirements and/or inspections as valid reason for not meeting the contract or PWS requirement.

1.4.14 New Initiatives. New initiatives include actions which would significantly change the appearance of the deli and bakery resale operations or would result in a new service being provided to the patrons which requires changes to the infrastructure of the store or additional Government Furnished Equipment (GFE). Examples include but are not limited to additional or new fixtures or display cases, power, space, ventilation or other changes to the layout of the commissary floor plan.

1.4.14.1 The Contractor will not proceed with any new initiatives without prior written approval from the Contracting Officer.

1.4.14.2 The Contractor shall provide a Business case to the Contracting Officer for approval and coordination through the Store Director and Program Manager. The Business case will detail the objectives, new equipment required, costs, expected benefits to transaction counts/sales and patron satisfaction and how these will be measured.

1.4.14.3 The Program Manager is responsible for ensuring that initiatives do not conflict with Base/Post/Naval Exchanges as described in DODI 1330.2.

1.4.15 Ownership of Products. Ownership of deli and bakery resale operations' products will remain with the Contractor until scanned or keyed, if not able to be scanned, at a DeCA authorized register.

1.4.16 Décor. The Contractor shall acquire written approval from the Store Director prior to making any changes to the décor (e.g., seasonal decorations, merchandising enhancements). The Government will not reimburse the Contractor for such items.

1.4.17 Contractor Reimbursement. The Contractor and commissary store personnel shall reconcile the amounts of the deli and bakery resale operations' sales recorded on the scanning system daily. Payment will be based on a weekly rollup of the reconciliation records by the commissary store.

1.4.18 Cash Register Operations. The Contractor shall follow all DeCA regulations, directives and policies with regard to the operation of cash registers within the commissary. Funds received from the commissary for operation of the cash register are considered a loan, which must be fully repaid to the Agency through deduction from the Sales Certification Invoice (SCI). Overages become the property of the commissary in accordance with DeCA policies and procedures.

1.4.19 Scales. The Contractor shall maintain current and accurate scale system product data. The Contractor shall verify and document weekly the accuracy of scales using test weights. The Contractor shall not use scales that fail the accuracy test.

1.4.20 Global Data Synchronization (GDS). DeCA utilizes data synchronization by means of the Global Data Synchronization Network (GDSN). Direct store delivery, local/regional – includes deli, bakery department products – and variable weight items are currently exempt. Contractors may be required to transmit data for specialty department products in the future and shall do so at no additional cost to the Government. Additional information may be found at the following two (2) websites: 1 World Sync at: <http://www.1sync.org/> or call 866-280-4013, and GS1US at: <http://www.gs1us.org/>.

1.4.21 Enterprise-wide Contractor Manpower Reporting. The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the DeCA via a secure data collection site. The Contractor is required to completely fill-in all required data fields using the following web address: <http://www.ecmra.mil/>.

1.4.21.1 Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported anytime during the FY, all data must be reported no later than October 31<sup>st</sup> of each calendar year. Contractors may direct questions to the help desk at: <http://www.ecmra.mil/>.

1.4.21.2 The table below provides the reporting periods and deadline for reporting. The inclusion of the option years and Award Term years in the table does not obligate the Government to exercise the option years nor does it obligate the Government to reward the Contractor with Award Term years.

Performance Period	Start	End	Deadline
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Base Performance Period	Contract Award	30 September 2017	31 October 2017
Base Performance Period	Contract Award plus one (1) year	30 September 2018	31 October 2018
Base Performance Period and Option Year 1	Contract Award plus two (2) years	30 September 2019	31 October 2019
Option Years 1 and 2	Contract Award plus three (3) years	30 September 2020	31 October 2020
Option Years 2 and 3	Contract Award plus four (4) years	30 September 2021	31 October 2021
Option Years 3 and Award Term Year 1	Contract Award plus five (5) years	30 September 2022	31 October 2022
Award Term Years 1 and 2	Contract Award plus six (6) years	30 September 2023	31 October 2023
Award Term Years 2 and 3	Contract Award plus seven (7) years	30 September 2024	31 October 2024
Award Term Years 3 and 4	Contract Award plus eight (8) years	30 September 2025	31 October 2025
Award Term Years 4 and 5	Contract Award plus nine (9) years	30 September 2026	31 October 2026
Award Term Year 5	Contract award plus ten (10) years	Last day of period of performance prior to 30 September 2027	31 October 2027

## 2. PERSONNEL.

2.1 Contract Management. The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to each commissary store. The Contractor must maintain continuity between the support operations at each commissary store and the Contractor's corporate offices.

2.1.1 The Contractor shall provide, at all times when services are required, a designated on-site manager at each location covered by the contract who bears responsibility for the performance of all work and who has full authority to act for the Contractor on all contractual performance matters related to the daily operations at that location and for ensuring communication between the Contractor and commissary store.

2.1.2 The Contractor shall provide an adequate number of personnel possessing the "people skills" and the food handling skills, knowledge, training, licensing and certifications, and language skills needed to satisfactorily perform all work required by this contract. The Contractor shall ensure that personnel are capable of operating a cash register in accordance with DeCAD 40-6, Front End Department policy, procedures and directives. All personnel operating a cash register are required to have a favorable National Agency Check (NAC). Contractor personnel responsible for operating a cash register shall complete the SF 85P, Questionnaire for Public Trust Positions. The Contractor is responsible for forwarding all SF 85P, Questionnaire for Public Trust Positions, to the Information System Security Officer (ISSO). A favorable review of the contract employee's SF 85P, Questionnaire for Public

Trust Positions, by the ISSO is required before the contract employee is allowed access to the cash register. The Contractor shall coordinate with the front end manager for training on specific systems and must be accomplished prior to the Contractor employee utilizing a DeCA cash register.

2.1.3 The Contractor and the employees are responsible for following all policies, procedures, laws and regulations in effect on the military installation to include vehicle operations.

2.2 Training. The Contractor shall ensure contract personnel are trained and qualified to perform on the first day of performance and all subsequent days to support this contract and PWS requirement. The Contractor shall develop and conduct a training program for all employees that comply with the FDA Food Code. The Contractor shall maintain a list of all employees who have been trained, the type of training and date of training. This list shall be provided not later than 10 days from commencement of performance and annually thereafter to the COR for distribution to the installation medical authorities, the DeCA Area Consumer Safety Officer and the Contracting Officer. The list shall further be available for inspection at any time by Government personnel.

2.3 Removal of Personnel. At the request of the Store Director, the Contracting Officer will require the Contractor to immediately bar any Contractor personnel whose conduct is determined to be inconsistent with the best interests of the Government from performing further work under this contract. Examples of conduct inconsistent with the best interests of the Government are: Willful destruction or mishandling of Government, patron, or vendor property; loitering; use of tobacco products in other than designated areas; unauthorized eating, grazing, or theft; acceptance of samples and gratuities; use of alcoholic beverages, illegal drugs or illegal use of controlled substances; execution of work in other than a skillful manner; displaying disruptive/unacceptable behavior (e.g., abusive, demeaning, foul or threatening language and fighting); and/or willful violations of safety standards by Contractor personnel. Removal of any employees for such cause will not constitute a valid basis for nonperformance of contract services or a claim for additional compensation.

2.4 The Contractor shall not employ current commissary employees without written approval from the DeCA General Counsel's Office.

2.5 Security. The Contractor is responsible for ensuring all employees meet security requirements for employment within a Government organization, to include NAC. All Contractor personnel with access to unclassified information systems shall have at a minimum a favorable NAC.

2.6 Dress Requirements. Contractor personnel shall present a clean, well-groomed appearance at all times while performing on this contract.

2.6.1 Contractor personnel shall wear, at all times while performing on this contract, some form of professional identification, customary in industry practices, that clearly displays the employee's name and the company name.

2.6.2 Jewelry shall be kept to minimum use. Earrings should be limited to single studs, and hands should be limited to wedding bands only. Facial jewelry, such as eyebrow and nose rings, shall not be worn. Detailed guidance is provided in DeCA Directive 40-28, Specialty Departments Deli, Bakery, Seafood, Plants, Etc.

2.7 Contractor Employee Commissary Purchases. A Contractor employee who is an authorized commissary patron shall make no purchases during the hours the employee is working for the Contractor, except for items purchased for immediate consumption during the employee's lunch or break. The employee shall be able to provide the receipt for those items until the items are consumed.

2.8 Contractor Assistance. The Contractor shall cooperate with Governmental authorities in any administrative, civil, or criminal proceedings, including providing documentation related to employees or performance under this contract.

### 3. SPECIFIC REQUIREMENTS



3.1 Product. The Contractor shall offer daily a variety of items from each of the five (5) primary categories and three (3) subcategories of products defined below sufficient to meet patron demand. The selection of these products will be determined by patron demand and reviewed by store management.

3.1.1 Random Weight. These items are made up of bulk meats, cheeses and other items sold by weight and require additional preparation and or packaging prior to being purchased by the patron. Examples include but are not limited to sliced deli meat, cold salads, luncheon meats, puddings, gelatins, salad bar, olives, etc. There are three (3) subcategories of bulk meat and cheese products that shall be provided by the Contractor within the scope of this contract and PWS requirement. These subcategories are: Elite Price Line, Premium Price Line, and Value Price Line.

3.1.1.1 Elite Price Line - Bulk Meat and Cheese Products. The Contractor shall offer retail's elite price line of bulk meat and cheese products that are labeled under nationally recognized brand names and are available in the commercial supermarkets in the local commuting area of the stores under this contract. For the purposes of this contract, examples of retail's elite price line brands include Boar's Head, Dietz & Watson, and Thumann's. For the stores in this contract, the Contractor shall offer Boar's Head as one of the brands in the elite price line.

3.1.1.2 Premium Price Line - Bulk Meat and Cheese Products. The Contractor shall offer retail's premium price line bulk meat and cheese products that are labeled under regionally or nationally recognized brand names that are available in the commercial supermarkets in the local commuting area of the stores under this contract. Brand Name examples include: Sara Lee; Jennie-O; Hormel; Eckrich; Butterball; Wunderbar; Black Bear of the Black Forest; Russer; Krakus; Smithfield; Margherita; Carolina Turkey; Sahlen's; Thin N' Trim; Patrick Cudahy; Carando; Healthy Ones; Armour; Glenrock; Di Lusso; Isaly's; Kretschmar; Ol'Farmer Hams; Perdue; Kahns; FUD; Farmland; Old Neighborhood; Fiorucci; Charlie's Pride Meats; Kunzler; Schickhaus; El Toro' Lean Generation; Bryan; Dak Foods; Cutterlo; Seltzer's Shady Brook Farms, Manda.

3.1.1.3 Value Price Line – Bulk Meat and Cheese Products. The Contractor shall offer value price line bulk meat and cheese products in sufficient quantities to meet patron demand for quality and low price that are comparable to the private label products available in the commercial supermarkets within the local commuting area of the stores under this contract. The value price line shall occupy 25 percent of the deli display case. Examples of value price lines include private label brands and branded products.

3.1.2 Non Random Weight. These items arrive at the store pre-packaged and require no additional preparation for immediate purchase by patrons. These items have a manufacturer provided UPC code. Examples include imported items, grocery items and other ethnic or regional products.

3.1.3 Bakery. These items are either pre-packaged for immediate sale or require some preparation from Contractor personnel, such as thawing, addition of ingredients or final decoration. Examples include breads, cakes, muffins, pies and specialty items. Specialty items are wedding cakes, sheet cakes, designer cupcakes, etc.

3.1.4 Sushi. These items are primarily made up of cold rice dressed with vinegar, formed into any of various shapes and garnished especially with bits of raw seafood and/or vegetables. Typically these items will be prepared in store by trained personnel.

3.1.5 Ready to Heat/Ready to Eat. These items are prepared for immediate consumption by the patron or have already been cooked and can be reheated by patrons at home. Examples include rotisserie chicken, side dishes, meal solutions, sandwiches, soups, etc.

3.2 Savings. The Contractor shall ensure that prices on items offered meet or exceed the savings percentage agreed upon in their offer to the Government. The Contractor is encouraged to pass on at least half of any additional savings which may be realized to the patron in support of the agency mission. In no circumstance will the per item (whether sold by weight, volume or each) savings be less than 13% below the retail price of the local competitive area.

3.2.1 For each item the Contractor carries in their stock assortment, the Contractor shall ensure that the savings over retail price within the local competitive area, as agreed to in the Contractor's offer, are achieved on a daily basis. Items compared shall be the same or similar items from a commercial supermarket operation within the local competitive area (excluding Supercenters, Specialty stores and Membership clubs).

3.2.2 For each item the Contractor carries in their stock assortment for which there is no local competition, the Contractor shall ensure that the savings over average price within the geographic or national area, as agreed to in the Contractor's offer, are achieved on a daily basis. Items compared shall be the same or similar items from a commercial supermarket operation within the geographic or national area (excluding Supercenters, Specialty stores and Membership clubs).

3.2.3 The local area is defined as within a 20 miles radius of the commissary store. If no competitors exist in the local area, the Contracting Officer will provide guidance on the competitive radius.

3.3 Customer Satisfaction. The Contractor shall provide high quality customer service with minimum wait times. The Contractor shall provide helpful, pleasant interactions to all patrons of the commissary and Government personnel.

#### 4. QUALITY ASSURANCE.

4.1 Quality Control Plan (QCP). The Contractor shall provide to the Contracting Officer a QCP for their operations beginning on the first day of the initial performance period and each subsequent performance period as applicable.

4.1.1 The QCP shall address adherence to all applicable requirements of Federal, State and Local regulations regarding sanitation and food safety to include the FDA Food Code.

4.1.2 The Contractor's QCP shall include a Hazard Analysis and Critical Control Point (HACCP) plan addressing all hot foods (rotisserie chicken, hot soups and pizza) and sushi items.

4.1.2.1 The HACCP plan shall be developed and tailored to meet each commissary store location listed in the Schedule of Supplies (SF-1449 continuation sheet).

4.1.2.2 The HACCP plan shall be routed through the DeCA Area Consumer (Food) Safety Officer and the Military Food Inspection Unit for each location to the Contracting Officer for approval via the COR.

4.1.3 The Contractor's QCP shall include the Government requirement for maintaining a Government furnished temperature log in accordance with food safety regulations. The logs are the property of the Government and the incumbent shall ensure the temperature logs remain with the commissary store.

4.1.4 The Contractor's QCP shall include the Government requirement for sushi operations to annotate the thaw date on all frozen ingredient packages utilized in the preparation of sushi. This requirement is added to the Contractor standard operation procedures and the HACCP.

4.1.5 The Contractor's QCP shall address the requirements for savings, product quality and customer satisfaction.

4.2 Quality Assurance Surveillance Plan (QASP). The Contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The role of the Government is quality assurance to ensure contract standards are achieved.

4.2.1 The Government will inspect and evaluate the Contractor's performance to ensure services are received in accordance with requirements set forth in this contract. The Government will use a variety of surveillance methods to evaluate the Contractor's performance. The Government may unilaterally change the type and frequency of inspections, as necessary.

4.2.1.1 The COR will evaluate the contractor's performance through periodic inspections, random samplings, assessment of the Contractor's QCP and service level monitoring.

4.2.1.2 Assessment of the Contractor's QCP predominantly will be accomplished by reviewing the Contractor's inspection checklists or other documentation that identifies the areas and items inspected, the method used to inspect, the frequency of the inspection, the corrective actions taken for deficiencies identified, and the name and title of the person(s) performing the inspections.

5. ENVIRONMENTAL CONTROLS. The Contractor shall not adjust heating, ventilation and air-conditioning systems controls, unless specifically authorized to do so by commissary management personnel.

## 6. EMERGENCY PROCEDURES

6.1 The Contractor shall follow local commissary guidance and posted plans for emergencies, such as, but not limited to, accidents, bomb threats, fire and disaster evacuations, weather emergencies, and power outages.

6.2 The Contractor shall provide a list of emergency points of contact (POC's) and telephone and/or pager numbers to the Store Director at each commissary upon commencement of contract. The Contractor shall keep the list current at all times during the term of the contract and any changes shall be provided to the Store Director prior to the effective date.

## 7. CONTRACT TRANSITION

7.1 Transition. Upon notification of award to another Contractor of a follow-on contract for these operations, the incumbent Contractor shall:

7.1.1 Provide the new Contractor and/or Government access to the contracted operations, including all storage areas for the purpose of accessing equipment, product mix, furnishings, decor, etc.; and

7.1.2 Provide the Contracting Officer with a transition plan, no later than 15 calendar days from notification of the contract award. The transition plan shall provide at a minimum:

7.1.2.1 A list of all equipment and furnishings the incumbent intends to remove from the premises after the last day of contract performance;

7.1.2.2 A plan for the removal of Contractor-owned equipment coordinated with the Store Director;

7.1.2.3 A list of all inventory, equipment and other items to include the terms and conditions offered to the new Contractor which the incumbent will sell or otherwise transfer to the awardee prior to midnight on the last day of performance on this contract;

7.1.2.4 A plan to conduct a joint inventory of all Government furnished property and supplies with the Store Director;

7.1.2.5 A list of all Government equipment which requires repair or is not functioning;

7.1.2.6 A plan to transfer all temperature logs to the Store Director on the final day of performance to include the name and contact information of the Contractor personnel who will be responsible for this action;

7.1.2.7 A plan to provide the new Contractor access to the incumbent Contractor's employees and allow for the public posting of a suitable recruitment notice at each commissary store; and

7.1.2.8 A plan coordinated with the new Contractor on actions both parties will take to ensure that the transition is seamless and transparent from the patrons perspective.

7.2 Failure on the part of the incumbent to act according to provisions of this section will negatively impact the incumbent's past performance evaluation.

## 8. GOVERNMENT FURNISHED ITEMS.

8.1. Government Furnished Equipment. For specific equipment applicable to this contract and PWS requirement see Attachment 2 Government Furnished Equipment..

8.1.1 The Government will maintain, repair or replace as required, all Government-furnished equipment. The Government is responsible for routine and preventive maintenance. The Contractor shall notify the Contracting Officer when necessary repairs are accomplished.

8.1.2 The Contractor shall notify the Government in writing when Government-furnished equipment requires nonscheduled maintenance, repair or replacement. The Contractor shall reimburse the Government for any maintenance, repairs or replacements resulting from negligence or misuse of Government-furnished equipment by Contractor employees.

8.1.3 The Government will notify the Contractor immediately upon discovery of Contractor product exposure to unsafe temperatures.

8.1.4 The Contractor will notify Store Administration immediately upon discovery of Contractor product exposure to unsafe temperatures, and shall coordinate in writing, a request for MFI inspection of this product.

8.2. Keys. The Contractor shall manage all keys assigned to the deli and bakery resale operations, to include following all policies and procedures regarding physical security as contained in appropriate Department of Defense, Service or Agency manuals and directives.

8.3 Secure Storage. The Government will provide secure storage for contractor furnished operating supplies.

9. CONTRACTOR FURNISHED ITEMS. Equipment furnished by the Contractor is the Contractor's property and shall be provided at no additional cost to the Government. The Contractor is responsible for all maintenance, repairs, parts, and training for Contractor furnished equipment. The Government will not be responsible in any way for loss or damage occasioned by fire, theft, "acts of God", accident, nor otherwise to the Contractor's materials, supplies, or equipment stored on Government property, unless the Contracting Officer determines that the loss or damage is due to negligence on the part of the Government. Any proposed Contractor owned equipment shall be evaluated and approved by the Store Director prior to installation and use. The Store Director will be responsible for initiating any changes to the Government facility that may be required to accommodate installation of approved Contractor furnished equipment.

9.1 OSHA Requirements. Contractor furnished equipment shall comply with all applicable OSHA standards. The Government reserves the right to require the Contractor to remove from commissary premises any Contractor owned property that does not meet such standards, that is not being used for its intended purpose, or which the Government determines may cause damage or destruction to commissary customers, personnel, facilities, or property.

9.2 Exposed Product. The Contractor will notify the Store Director immediately upon discovery of Contractor product exposure to unsafe temperatures.

9.2.2 The Contractor shall coordinate in writing a request for MFI inspection of Contractor product exposed to unsafe temperatures through the store director in writing. The Contractor shall be responsible for the proper handling and care of its product.

10.APPLICABLE PUBLICATIONS AND DIRECTIVES. The Contractor shall comply with the following mandatory references and implement the updates or changes specified by these publications when issued. DeCA Directives (DeCADs) can be found at [www.commissaries.com](http://www.commissaries.com). Once there, click on "Inside DeCA", "About Us", next screen click on "Official Publications", next screen click on "Directives", next screen click on "40", and on the last screen select the publication number.

Other publications can be found at the websites cited below.

USFDA, US Public Health Service, Food Code [www.fda.gov](http://www.fda.gov)

CFR 29, Occupational Safety and Health Administration Standards (OSHA) US Department of Labor  
[www.osha.gov](http://www.osha.gov)

DOD 5500-7-R, Joint Ethics Regulation [www.dod.mil/dodgc/defense](http://www.dod.mil/dodgc/defense)

NSF, National Sanitation Foundation International [www.nsf.org/](http://www.nsf.org/)

THE FOLLOWING PUBLICATIONS ARE INCORPORATED FOR ADVISORY PURPOSES ONLY:

DeCAD 30-18, Defense Commissary Agency Security Programs

DeCAD 40-5, Grocery Department Operations

DeCAD 40-6, Front-End Department

DeCAD 40-28, Specialty Departments Deli, Bakery, Seafood, Plants, Etc.,

DeCAH 20-7, The Environmental Conservation Handbook

VETCOM, Directory of Sanitarily Approved Food Establishments for the  
Armed Forces Procurement Circular 40-1t <http://vets.amedd.army.mil/food.html>

TECHNICAL EXHIBIT B

TECHNICAL EXHIBIT B  
AWARD TERM PLAN  
FOR  
DELI AND BAKERY RESALE OPERATIONS

## 1. INTRODUCTION

This plan describes the method for assessing the contractor's performance and determining whether such performance merits an additional award term extension. The Award Term Plan serves as the basis for all award term decisions.

## 2. INCENTIVE OBJECTIVES

The primary focus of the contract is on the end results of savings, product satisfaction and customer satisfaction. The contract allows the contractor to deliver the required services by applying its own best practices and innovative approaches to accomplish the desired end results throughout the life of the contract. The award term incentive further motivates the contractor to perform to the best of its capability.

## 3. ORGANIZATION AND RESPONSIBILITIES

The organization established for administering the award term provision of the contract is provided at Appendix A Organization and Responsibilities of this Technical Exhibit. The responsibilities assigned to each position are set forth therein.

## 4. STANDARDS, EVALUATION CRITERIA AND RATINGS

4.1 Rating Methodology. The contractor earns the award term based on a pass/fail rating method in which the government will evaluate the contractor's overall performance at the end of the award term evaluation period as excellent, satisfactory, or unsatisfactory, without assigning points. This evaluation will be an overall assessment based on a consideration of the Contractor's performance concerning the three performance rating areas of Savings, Product Satisfaction, and Customer Satisfaction. This evaluation will not be based on absolute standards of satisfactory performance, but, rather, the contractor's overall performance of the award term evaluation period. He evaluation of a contractor's merit for earning an award term is subjective and a matter of judgment.

4.2 General Characteristics of Levels of Performance The standards, evaluation criteria, and ratings contained in Appendix B are intended as a guide to describe performance characteristics, which represent a level of performance with a correlating adjectival rating. It is not intended that any of the listed performance descriptions will exactly describe the contractor's performance, nor is it intended that a contractor's performance in all areas necessarily fall in any one level. Rather, the general characteristics of levels will be used as a tool to select the level of performance which best characterizes the Contractor's overall performance for the evaluation period.

## 5. EVALUATIONS

5.1 General. Award-term performance monitoring supports (1) the Term Determining Official's (TDO) evaluation of overall performance, (2) the provision of feedback to the contractor, and (3) past performance evaluations for other procurements. The Award Term Board (ATB) Chairperson will document the evaluation of the Contractor's performance .

5.2 Interim Award Term Evaluations. An interim award term evaluation will be accomplished after completion of the first six (6) months of performance for each evaluation period. ATB members will provide completed evaluation reports to the ATB Chairperson within 15 calendar days after receipt of the award term package for evaluation. The ATB Chairperson will determine the interim evaluation rating and will provide this information in writing to the Contracting Officer. The Contracting Officer will advise the Contractor of his interim rating by letter, to include strengths and weaknesses.

5.3 Final Award Term Evaluations. A final award term evaluation will be accomplished after completion of 12 months of performance for each evaluation period. Input for final evaluations will follow the same procedures and time frames as the interim award term evaluations. The ATB Chairperson will evaluate ATB member input as well as Contractor input, if provided and will provide a recommendation to the TDO regarding the award term decision. The TDO's decision will be provided to the ATB Chairperson in writing, who will in turn pass the information to the Contracting Officer.

5.3.1 If the decision is favorable, the Contracting Officer will execute a unilateral modification to extend the contract. The copy of the modification will be sent to the Contractor, accompanied by a letter from the Contracting Officer notifying of the award term decision. The letter will include a summary of the strengths and weaknesses of the Contractor's performance observed during the period.

5.3.2 If the decision is unfavorable, the Contracting Officer will advise the Contractor in writing, providing detailed supporting rationale.

## 6. AWARD TERM PLAN CHANGE PROCEDURE

6.1 Changes to the Award Term Plan evaluation criteria will be made by revising Appendix B, Standards, Evaluation Criteria and Ratings of this technical exhibit. Contractor requested changes to the Award Term Plan shall be forwarded to the Contracting Officer not later than 90 calendar days prior to the start of the evaluation period. The Contracting Officer will forward the requested changes to the ATB Chairperson and board members for coordination. Upon review, the ATB will forward a recommendation to accept or reject the changes to the TDO.

6.2 All changes to the Award Term Plan will be negotiated with the contractor. Where the Government desires a change to the Award Term Plan and a mutual agreement cannot be reached by the end of the evaluation period, the Government and Contractor agree that Alternate Disputes Resolution procedures will be used.

## Appendix A Organization and Responsibilities

### ORGANIZATION

The award-term organization consists of the Term Determining Official (TDO) Award Term Board (ATB), Chairperson with ATB members and other advisory members, as required.

### RESPONSIBILITIES

Contracting Officer (CO). The CO issues a modification to the contract extending the term of the contract, per TDO decision. The CO enters the Contractor's Award Term Evaluations into the Defense Commissary Agency's Contractor Performance Assessment Reporting System.

Term Determining Official (TDO). The TDO approves the award term plan and any significant changes. Examples of significant changes include changing evaluation criteria or adjusting the characteristics of levels of performance to redirect the Contractor's emphasis to areas needing improvement. The TDO reviews the recommendation(s) of the ATB Chairperson, considers all pertinent data, and determines whether the Contractor earned an Award Term for each evaluation period.

Award Term Board (ATB). An ATB, composed of selected technical and administrative personnel from the Defense Commissary Agency, evaluates the Contractor's performance as it relates to the criteria listed in this plan. The ATB Chairperson decides the contractor's interim evaluation rating. Within 30 calendar days after the end of the final evaluation period, the ATB Chairperson submits the formal evaluation report to the TDO. The report includes a narrative of each element evaluated supporting the recommended rating assigned. The ATB may recommend changes to this plan to the TDO.

Award Term Board Chairperson. The ATB Chairperson serves as the focal point for execution of the Award Term Plan. The Chairperson, and other ATB members, as needed, brief the TDO on recommended earned award terms and the Contractor's overall performance and recommends significant award term plan changes to the TDO. The Chairperson coordinates the administrative actions during the award term process, including (1) receiving, processing and distributing evaluation reports from all required sources; (2) scheduling board meetings and briefings and (3) accomplishing other actions required to ensure the smooth operation of the Award Term Board.

Contracting Officer's Representative (COR). Each commissary covered by this contract will appoint a COR. The CORs evaluate the Contractor's performance specific to each location for each interim period of performance in consideration for an award term. The COR is responsible for complying with the Quality Assurance Surveillance Plan, and any specific instructions of the CO, in monitoring, evaluating and assessing contractor performance in assigned areas.



## Appendix B Standards, Evaluation Criteria and Ratings

### 1. STANDARDS

1.1 Savings. The Contractor shall offer items from each Random Weight, Non Random Weight, Bakery, Sushi, and Ready to Eat/Ready to Heat product categories priced in accordance with the contractual patron savings for the product category on a daily basis. The Contractor shall offer Elite Price Line and Value Price Line products to meet patron demand priced in accordance with the contractual patron savings for the product category on a daily basis.

1.2 Product Satisfaction. The Contractor shall contribute to DeCA's goal to improve return on investment via increasing sales transactions by providing a three (3) percent increase when compared to the deli bakery total sales transactions for the previous year for the stores under this contract. The Contractor shall provide patrons a high level of product mix, variety, and quality items from each Random Weight, Non Random Weight, Bakery, Sushi, and Ready to Eat/Ready to Heat product categories on a daily basis at each commissary location.

1.3 Customer Satisfaction. The Contractor shall provide personnel at each commissary location consistent with the best interests of the Government. The Contractor shall provide professional and timely customer service at each commissary location at all times.

### 2. EVALUATION CRITERIA

2.1 Savings. In accordance with the Performance Work Statement (PWS) and the contract terms and conditions, the Contractor's contractual patron savings for all categories and subcategories and the ability to meet patron demand for the required services will be evaluated at each commissary location.

2.1.1 Prices. A random sample of item prices from each product category offered for sale by the Contractor at each commissary location will be compared at least once during each performance period with same or similar items in the commercial supermarkets within the competitive area. The Government will use the Deli Bakery Price Survey Form located at Attachment 8, to document the evaluation of prices compared. At least two (2) items from each product category will be compared.

2.1.1.1 An excellent performance rating will demonstrate the Contractor's prices exceed the contractual patron savings on a daily basis as specified for the product category in accordance with the contract terms and conditions. The following criteria will be used to evaluate an excellent performance rating:

1. Prices on all items surveyed exceed the contractual patron savings for each product category during the evaluation period.

2.1.1.2 A satisfactory performance rating will demonstrate the Contractor's prices meet the contractual patron savings on a daily basis as specified for the product category in accordance with the contract terms and conditions. The following criteria will be used to evaluate a satisfactory performance rating:

1. Prices on all items surveyed achieve the contractual patron savings for the product category during the evaluation period.

2.1.1.3 An unsatisfactory performance rating will demonstrate the Contractor's prices do not meet the contractual patron savings on a daily basis as specified for the product category in accordance with the contract terms and conditions. The following criteria will be used to evaluate an unsatisfactory performance rating:

1. Prices on more than one item surveyed per product category fail to achieve the contractual patron savings during the evaluation period.

2.1.2 Elite Price Line. Performance will be monitored through customer feedback. Customer feedback may be received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, DeCA annual agency wide surveys, comments on the DeCA web site, e-mail comments or other method of communication used by the customer to provide feedback. Customer feedback citing lack of Elite Price Line product sufficient to meet

patron's demand at the specified savings for the product category will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting Officer.

1. An excellent performance rating will be based on the following:

- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions are >100,000.

2. A satisfactory performance rating will be based on the following:

- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions are >100,000.

3. An unsatisfactory performance rating will be based on the following:

- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Six valid complaints if deli bakery sales transactions are >100,000.

2.1.3 Value Price Line. Performance will be monitored through customer feedback. Customer feedback may be received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, DeCA annual agency wide surveys, comments on the DeCA web site, e-mail comments or other method of communication used by the customer to provide feedback. Customer feedback citing lack of Value Price Line product sufficient to meet patron's demand at the specified savings for the product category will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting Officer.

1. An excellent performance rating will be based on the following:

- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions are >100,000.

2. A satisfactory performance rating will be based on the following:

- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.

- Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions are >100,000.

3. An unsatisfactory performance rating will be based on the following:

- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Six valid complaints if deli bakery sales transactions are >100,000.

2.2 Product Satisfaction. The Contractor will be evaluated on their contribution to DeCA's goal to improve return on investment via increasing sales transactions, providing high quality products, and providing a high level of product mix and variety at each commissary location.

2.2.1 Sales Transactions. The Contractor will be evaluated on increase sales transactions. A month-to-month comparison to the same period for the previous year will demonstrate the Contractor's percent change in sales transactions. The Contractor's increase sales transactions will be measured by comparing the deli bakery sales transactions for the current year against the commissary total sales transactions for the previous year. The Government will use the Deli Bakery Sales Transactions Evaluation Form located at Attachment 9, to document the evaluation. At the time of award, the sales transactions based on the previous 12 months will be provided to the awardee. Hereafter, the contractor will be supplied this information through a monthly reporting process.

2.2.1.1 An excellent sales transaction performance rating is demonstrated by the following:

- The Contractor's deli bakery sales transactions for the current year increase by an amount greater than three (3) percent when compared to the overall total commissary sales transactions for the previous year.

2.2.1.2. A satisfactory sales transaction performance rating is demonstrated by the following:

- The Contractor's deli bakery sales transactions for the current year meet the minimum three (3) percent requirement for increasing sales transactions when compared to the overall total commissary sales transactions for the previous year.

2.2.1.3 An unsatisfactory sales transaction performance rating is demonstrated by the following:

- The Contractor's deli bakery sales transactions for the current year increase by an amount less than three (3) percent when compared to the overall total commissary sales transactions for the previous year.

2.2.2 Quality Product. Performance may be monitored using Customer feedback received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, comments on the DeCA web site, e-mail comments or other methods of communication used by the customer to provide feedback. Other feedback may be received by way of DeCA annual agency wide surveys and Quality Assurance/Food Safety Reports. Feedback which cites less than high quality product(s) will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting Officer

1. An excellent performance rating will be based on the following:

- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions are >100,000.
2. A satisfactory performance rating will be based on the following:
- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Five valid complaints if deli bakery sales transactions are >100,000.
3. An unsatisfactory performance rating will be based on the following:
- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Six valid complaints if deli bakery sales transactions are >100,000.

2.2.3 Product Mix/Variety. Performance will be monitored through customer feedback. Customer feedback may be received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, DeCA annual agency wide surveys, comments on the DeCA web site, e-mail comments or other method of communication used by the customer to provide feedback. Customer feedback citing a lack of product mix or variety will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting Officer

1. An excellent performance rating will be based on the following:
- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions are >100,000.
2. A satisfactory performance rating will be based on the following:
- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Five valid complaints if deli bakery sales transactions are >100,000.

3. An unsatisfactory performance rating will be based on the following:

- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Six valid complaints if deli bakery sales transactions are >100,000.

2.3 Customer Satisfaction. The Contractor will be evaluated on providing personnel at each location consistent with the requirements of the contract, which provide professional and timely customer service that are in the best interests of the Government.

2.3.1 Professional Customer Service. Performance will be monitored through customer feedback. Customer feedback may be received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, DeCA annual agency wide surveys, comments on the DeCA web site, e-mail comments or other method of communication used by the customer to provide feedback. Feedback citing unprofessional customer service will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting.

1. An excellent performance rating will be based on the following:

- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions are >100,000.

2. A satisfactory performance rating will be based on the following:

- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions are >100,000.

3. An unsatisfactory performance rating will be based on the following:

- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
- Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
- Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
- Six valid complaints if deli bakery sales transactions are >100,000.

2.3.2 Timely Service. Performance will be monitored through customer feedback. Customer feedback may be received by way of patron surveys, Your Action Line (YAL) comments, store level comment cards, DeCA annual agency wide surveys, comments on the DeCA web site, e-mail comments or other method of communication used by the customer to provide feedback. Feedback citing untimely service will be evaluated. All complaints will be validated, defined as documented in writing or with pictures and determined reasonable by the Contracting.

1. An excellent performance rating will be based on the following:

- One valid complaint if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Two valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions are >100,000.
2. A satisfactory performance rating will be based on the following:
- Two valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Three valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Five valid complaints if deli bakery sales transactions are >100,000.
3. An unsatisfactory performance rating will be based on the following:
- Three valid complaints if deli bakery sales transactions range from 10,000 to 25,000 during the six month evaluation period.
  - Four valid complaints if deli bakery sales transactions range from 25,001 to 50,000 during the six month evaluation period.
  - Five valid complaints if deli bakery sales transactions range from 50,001 to 100,000 during the six month evaluation period.
  - Six valid complaints if deli bakery sales transactions are >100,000.

3. RATINGS. The Contractor must achieve an overall excellent performance rating to earn an Award Term. If the Contractor achieves an overall unsatisfactory performance rating in a performance rating area, the Contractor may not be eligible for the Award Term for the period being evaluated.

3.1 Savings. An excellent Savings performance rating may be achieved under the following conditions:

1. The Contractor achieves an excellent performance rating for Prices and Elite Price Line; or
2. The Contractor achieves an excellent performance rating for Prices and Value Price Line; or
3. The Contractor achieves an excellent performance rating for Prices, Elite Price Line and Value Price Line.

3.2 Product Satisfaction. An excellent Product Satisfaction performance rating may be achieved under the following conditions:

1. The Contractor achieves an excellent performance rating for increase Sales Transactions and Quality Product; or
2. The Contractor achieves an excellent performance rating for increase Sales Transactions and Product Mix/Variety.
3. The Contractor achieves an excellent performance rating for increase Sales Transactions, Quality Product and Product Mix/Variety.

3.3 Customer Satisfaction. An excellent Customer Satisfaction performance rating may be achieved under the following conditions:

1. The Contractor achieves an excellent performance rating for Professional Customer Service or Timely Customer Service; or
2. The Contractor achieves an excellent performance rating for Personnel, Professional Customer Service and Timely Customer Service.

LIST OF ATTACHMENTS

LIST OF ATTACHMENTS  
DELICATESSEN AND BAKERY OPERATIONS

Attachment 1 - Department of Labor Wage Determinations

Attachment 2 - Government Furnished Equipment

Attachment 3 - Deli/Bakery and Commissary Historical Sales Data (Deleted)

Attachment 4 - Recommended Bakery Product Shelf Life

Attachment 5 - Commissary Hours of Operation

Attachment 6 - Reports of Bomb Threats

Attachment 7 – Small Business Participation Plan  
(Attached Under Separate Cover)

Attachment 8 – Delicatessen and Bakery Resale Services Price Evaluation Form  
(Attached Under Separate Cover)

Attachment 9 – Delicatessen and Bakery Resale Operations  
Sales Transaction Evaluation Form  
(Attached Under Separate Cover)

**ATTACHMENT 1****DEPARTMENT OF LABOR WAGE DETERMINATIONS****CLIN 0003: SOUTH CAROLINA STORES**

Store	County	Wage Determination Number	Revision Number	Revision Date	Number Of Paid Holidays
Fort Jackson	Richland	2015- 4429	9	12/26/2018	10
Shaw AFB	Sumter	2015- 4439	7	12/26/2018	10
Charleston AFB	Charleston	2015-4427	10	12/26/2018	10
Charleston NWS	Berkeley	2015-4427	10	12/26/2018	10
Parris Island MCRD	Beaufort	2015-5799	9	12/26/2018	10

Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts)

**ATTACHMENT TWO****SOUTH CAROLINA STORES – GOVERNMENT FURNISHED EQUIPMENT**

Charleston AFB – HQCSK5

Item Desc.	Mfr. Name	Mfr. Part Nbr.	Mfr. Yr	Model Nbr	Qty	Serial Nbr	Stock Nbr
CASE, HOT 3 WELL ISL	HENNY PENNY	HMI103, IP3	2003	HHC900	1	JZ003JC	1D14-A
CASE, SC NR 60IN SELF	FEDERAL INDUSTRIE	SN-77-SS	2008	NLBN59	1	111102668016	1B31-B



	S						
CASE REFRIGERATED	SOUTHERN STORE FIXTURES	KPT-04	2003	KPT-04	1	8641	KPT-04
COOKING SYSTEM, SURE	HENNY PENNY	LCS10	2003	LCS10	1	E11CD03011081386	LCS10
OVEN	HOBART	H0210E2	2003	H0210E2	1	24-1019216	H0210E2
OVEN, ROTISS 28 CHK	HENNY PENNY	SCR8.0	2010	SCR8.0	1	CB1003013	1D09
REFRIGERATOR	ARISTON	REFRIGERATOR	2003	REFRIGERATOR	1	T42850C03	ARI232HUT-FHS
REFRIGERATOR	TRAULSEN	ALT332WUT-FHS	2003	ALT332WUT-FHS	1	T41668B03	ALT332WUT-FHS
SLICER, MEAT 30-50SPM	HOBART	2912	2013	2912	1	63-1018-667	4SMA
SLICER, MEAT 30-50SPM	HOBART	2912	2008	2912	1	561184024	4SMA
SLICER, MEAT 30-50SPM	METTLER TOLEDO	2912	2008	2912	1	561312215	4SMA
SLICER BREAD AUTOMATIC	UNKNOWN	1B00	2010	1B00	1	EF1000676	1B00

## Charleston NWS – HQCSKK

Item Desc	Mfr Name	Mfr Part Nbr	Mfr Yr	Model Nbr	Qty	Serial Nbr	Stock Nbr
CASE, HEATED, ISLAND	HENNEY PENNY	1D14A	2005	1D14A	1	JE0512004	1D14A
OVEN, ROTISS 28 CHK	ALTO-SHAAM INC.	AR-7E-DBLPANE	2013	AR-7E-DBLPANE	1	1223715-000	1D09
PROOFER	HOBART	BAUZECA / 28	2000	BAUZECA / 28	1	TJ100101016	BAUZECA28
PROOFER, COMBINATION	BAKERS AID	BAP2RI	2001	BAP2RI	1	00-20698-1	BAP2RI
REFRIGERATOR	BAKERS AID	BA EQES3	2000	BA EQES3	1	321080425	BAEQE52
SCALE PRINTER	HOBART	QUANTM1-1	2000	QUANTM1-1	1	BU1047-925	1D06
SCALE PRINTER	HOBART	QUANTM1-1	2000	QUANTM1-1	1	BU1047-932	1D06

SCALE PRINTER	HOBART	QUANTUM -1	200 2	QUANTUM -1	1	31-1265173	QUANTUM- 1
SCALE PRINTER, PROGRA	HOBART	QUANTM1- 1	200 0	1B26/29032	1	BU-1047- 930	1B26
SEAL, HEAT.	HEAT SEAL LLE	6254	200 7	6254	1	2047835	6254
SLICER, MEAT 30-50SPM	HOBART	2912-DUP	200 0	2912	1	561-133-235	4SMA
SLICER, MEAT 30-50SPM	HOBART	2912-DUP	200 0	2912	1	561-133-661	4SMA
SLICER, MEAT 30-50SPM	HOBART	2912-DUP	200 0	2912	1	561-133-169	4SMA
SLICER, MEAT 30-50SPM	UNASSIGNE D	4SMA	200 9	4SMA	1	561309135	4SMA
SLICER, MEAT 30-50SPM	UNKNOWN	4SMA	201 0	4SMA	1	EF1000675	4SMA
TABLE, SANDWICH, REF	SOUTHERN STORE FIXTURES	PSSC-H	200 8	PSSC-H	1	7362489	1D05B
TABLE, SUSHI	SOUTHERN STORE FIXTURES	1D07	201 0	1D07	1	30921	1D07

## Parris Island – HQCSKP

Item Desc	Mfr Name	Mfr Part Nbr	Mfr Yr	Model Nbr	Qt y	Serial Nbr	Stock Nbr
OVEN, PROOFER, SIDE B	NUVU	1B14A	200 4	1B14A	1	003413870204 -0002001	1B14 A
OVEN PROOFER, COMBINA	BAXTER MANUFACTUR ING	OV310EW/MB3 00	201 4	OV310EW/MB3 00	1	242015755	1B15
SCALE PRINTER, STND A	METTLER TOLEDO	8461-3205	200 6	4PPSM-W	1	46486164HH	4SPP M
SCALE PRINTER, STND A	METTLER TOLEDO	8461-3205	200 6	4PPSM-W	1	46486184HH	4SPP M
SCALE PRINTER, STND A	METTLER TOLEDO	IMPACT M	201 4	IMPACT M	1	B414481255	4SPP M
SLICER, MEAT 30- 50SPM	HOBART	2912-DUP	200 5	2912	1	561210604	4SMA
SLICER, MEAT 30- 50SPM	HOBART	2912-DUP	200 5	2912	1	561210605	4SMA
SLICER BREAD	BAKERS AID	1B00	200 7	1B00	1	921303306957 5	1B00

AUTOMATIC							
TABLE, SANDWICH, H, REF	SOUTHERN STORE FIXTURES	PSSC-H	200 6	PSSC-H	1	17726	1D05 B

## Fort Jackson – HQCSKM

Item Desc	Mfr Name	Mfr Part Nbr	Mfr Yr	Model Nbr	Qty	Serial Nbr	Stock Nbr
CASE, HT ISL 5WL SELF	HENNY PENNY	HMI105, IPS	2007	HMI105, IPS	1	JE0708003	1D14- B
CASE, REFRIGERATED	FEDERAL INDUSTRIES	1B30B	2008	1B30B	1	R59SS-2	1B30B
GRILL, PANINI DOUBLE,	UNASSIGNED		2010		1	255037	1D16- B
OVEN, ROTISSERIE	HENNY PENNY	SCR6	2004	SCR6	1	CA0404031	SCR6
OVEN PROOFER, COMBINA	BAXTER	CAOP-6- RV	2007	CAOP-6- RV	1	24-1047778	1B15
OVEN PROOFER, COMBINA	BAXTER	CAOP-6- RV	2007	CAOP-6- RV	1	24-1047779	1B15
SLICER, MEAT 30-50SPM	UNKNOWN	4SMA	2010	4SMA	1	561312244	4SMA
SLICER, MEAT 30-50SPM	UNKNOWN	4SMA	2010	4SMA	1	561312238	4SMA
SLICER BREAD AUTOMATI	BERKEL	MB BERKEL	2002	MB BERKEL	1	92130331607899	1B00
SLICER BREAD AUTOMATI	OLIVER		2012	732-N	1	190225	1B00
TABLE, SANDWICH, REFE	TRUE	TSSU- 72-18	2007	TSSU- 72-18	1	5072033	1D05C
TABLE, SANDWICH.	EVEREST	EPR3	2011	EPR3	1	BPR30800019	1D05A
TABLE, SUSHI	SOUTHERN STORE FIXTURES	1D07	2007	1D07	1	23512	1D07

## Shaw AFB – HQCSJJ

Item Desc	Mfr Name	Mfr Part Nbr	Mfr Yr	Model Nbr	Qty	Serial Nbr	Stock Nbr
FRZR, SC LT 2DR RI -	U S REFRIGERATION	UM-48F	2013	UM-48F	1	US2013VA093	1B10-2
OVEN, ROTARY, ROLL IN	LUCKS	1B12A	2002	1B12A	1	311268980	1B12A
OVEN, ROTISSERIE, DOU	HENNY PENNY	HR5/HW5 W/STACK KIT	2011	HR5/HW5 W/STACK KIT	1	CB1012007	1D09E
PROOFER, ROLL IN 1 DO	LUCKS	SD1	2002	DD2	1	02C8PB023	1B20A
RETARDER, TWO DOOR RO	UNASSIGNED		2010		1	1005152002130	1B22B
RETARDER, TWO DOOR RO	VICTORY	1B22B	2002	1B22B	1	J0272208	1B22B
SCALE, STAND- ALONE, M	HOBART	QUANTM1- 1	2009	QUANTM1-1	1	41-1041-807	4SPPMW
SCALE, STAND- ALONE, M	HOBART	QUANTM1- 1	2009	QUANTM1-1	1	45-1036-871	4SPPMW
SCALE, STAND- ALONE, M	HOBART	QUANTM1- 1	2009	QUANTM1-1	1	45-1041-808	4SPPMW
SCALE, STAND- ALONE, M	HOBART	QUANTM1- 1	2010	QUANTM1-1	1	451065586	4SPPMW
SCALE, STAND- ALONE, M	HOBART	QUANTM1- 1	2010	QUANTM1-1	1	451065587	4SPPMW
SLICER, MEAT 30- 50SPM	HOBART	2912-DUP	1999	2912	1	561-124-544	4SMA
SLICER BREAD AUTOMATI	GLOBE	1B00 GBS 200	2007	1B00 GBS 200	1	9213-03306- 9623	1B00
TABLE, SANDWICH, REF	SOUTHERN STORE FIXTURES	PSSC-H	2011	PSSC-H	1	31132	1D05B

#### ATTACHMENT FOUR RECOMMENDED BAKERY PRODUCT SHELF LIFE

The appropriate manufacturer's suggested shelf life shall be used whenever available and does not exceed the U. S. Food Code requirements. If the manufacturer's suggested shelf life does exceed the Food Code guidance, then the Food Code guidance shall apply. In the absence of the manufacturer's suggested shelf life, the appropriate shelf life set forth in the table below shall be applicable. Documentation pertaining to a manufacturer's shelf life recommendations shall be maintained at each serviced location (commissary) under this contract by the deli/bakery contractor. Copies of the documentation shall be provided to the local Medical Food Inspector (MFI) upon request.

<u>ITEM DESCRIPTION:</u>	<u>DISPLAY CASE</u>	<u>PRE-PACKAGED*</u>
Breakfast Danish – Apple Pockets (Glazed), Cherry Pockets (Glazed), Almond (Glazed), Pecan Cheese (Glazed), Cherry Cheese (Glazed), Pecan Honey (Glazed), Blueberry Pockets (Glazed)	Day of Preparation PLUS ONE	Day of Preparation PLUS ONE
Donuts – Glazed, Jelly, Sugar, Iced, Long John, Cream Filled, Apple Fritters, Crullers	Day of Preparation PLUS ONE	Day of Preparation PLUS ONE
Bread – White (Loaf), Raisin (Loaf), Sour Dough (Round) French (Long), Italian, Rye, (Dark and Light, Sliced)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Rolls – Hamburger, Hot Dog, Kaiser, Parker House, Dinner, Hard, Rye, Croissant (Assorted)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Breakfast Rolls – Cinnamon (Glazed), Carmel Nut, Raisin (Glazed), Bear Claws, Pecan	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Specialties – Cream Puffs, Eclairs, Apple Strudel, Cherry Strudel, Apple Turnovers, Cherry Turnovers, Blueberry Muffins, Corn Muffins, Bran Muffins	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Pies – Apple, Dutch, Lemon, Cherry, Peach, Pumpkin, Pecan, Blackberry, Blueberry, Boysenberry, Cream (Refrigerated)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Cake** - Chocolate, Plain, Apple Spice, Devil's Food, Pound, Carrot, White, Spice, Angel Food, German Chocolate (All may be iced/decorated)	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Bagels – Plain, Raisin, Onion, Blueberry, Egg	Day of Preparation PLUS ONE	Day of Preparation PLUS TWO
Cookies – Chocolate Chip, Brownies, Sugar, Macaroons, Oatmeal, Spice, Peanut Butter	Day of Preparation PLUS TWO	Day of Preparation PLUS FOUR

**NOTE:** Bakery product shelf life is applicable to all bakery items, whether items are received fresh, frozen, proofed and baked, thawed and baked, or thawed. Flavors listed above are examples only and do not include all flavors/varieties available.

\* **"Pre-Packaged"** means products baked and packaged in containers in the commissary (or bags, as long as product is fully enclosed). Items pre-packaged by a manufacturer shall have a declared shelf life set by the manufacturer.

\*\* **Applies to packaged and non-packaged cakes not under refrigeration.** Packaged or non-packaged cakes **under refrigeration** shall have an additional day of shelf life. For those items that are received frozen and thawed, the shelf life listed above starts from the time the product is fully thawed. Cakes that are maintained in a **frozen** state shall have a 90-day shelf life.

**ATTACHMENT FIVE****COMMISSARY HOURS OF OPERATION**

HOURS OF OPERATION. Store operating hours are provided at [www.commissaries.com](http://www.commissaries.com).

HOLIDAYS. The Commissaries will operate by the following holiday schedule and may modify hours of operations to fit local conditions.

HOLIDAY	OPEN	CLOSED
New Year's Day		Closed
Martin Luther King's Birthday	Open	
President's Day	Open	
Memorial Day	Open	
Independence Day	Open	
Labor Day	Open	
Columbus Day	Open	
Veteran's Day	Open	
Thanksgiving Day		Closed
Christmas Day		Closed

Five and six day stores will not open on holidays unless the holiday falls on a day they are normally open and it is one of the seven required holiday openings shown above. Stores will not close the Tuesday following a Monday holiday unless the store is normally closed on Tuesday.

3. Closed for Holidays. The contractor shall comply with the Government's instructions concerning which day(s) the commissary will be closed in observance of the holidays indicated above. Because a holiday may fall on a day that the commissary is normally closed, the Government will determine and advise the Contractor at least two weeks in advance of the holiday which day the Commissary will be closed.
4. Closing for Inclement Weather or Emergency conditions. In the event of inclement weather or other emergency conditions, the Store Director will determine whether the Commissary will close and for what period it will remain closed.
5. Changes in Operating Hours. Changes in Commissary operating hours may be made by the Government to accommodate Commissary customer requirements. These changes may dictate corresponding changes to the Contractor's work schedule. The Contracting Officer will give the contractor a minimum of two week's notice prior to any required change to the contractor's work schedule.

## **ATTACHMENT SIX**

### **REPORTS OF BOMB THREATS**

A copy of a Bomb Threat Checklist will be posted at each commissary telephone. The Contractor shall instruct its employees to use the checklist and immediately report any bomb threat received concerning commissary facilities to the telephone numbers listed below for the specific commissary, advise commissary management, and evacuate the building. The Contractor may use the commissary fire/emergency evacuation plan or use an evacuation plan developed by the Contractor to either fire or bomb threat evacuation.

The following are the emergency numbers should a bomb threat occur:

CLIN 0003 – South Carolina Stores

Fort Jackson – 911

Shaw AFB – 911 or 895-3669

Charleston AFB – 911 or 963-3600

Charleston NWS – 911 or 794-7555

Parris Island MCRD – 911 or 228-3444

**ATTACHMENTS 7, 8 AND 9**

**ATTACHMENT 7**

**SMALL BUSINESS PARTICIPATION PLAN  
ATTACHED AS A STAND ALONE DOCUMENT**

**ATTACHMENT 8**

**DELICATESSEN AND BAKERY RESALE SERVICES PRICE EVALUATION FORM  
ATTACHED AS A STAND ALONE DOCUMENT**

**ATTACHMENT 9**

**DELICATESSEN AND BAKERY RESALE OPERATIONS  
SALES TRANSACTION EVALUATION FORM  
ATTACHED AS A STAND ALONE DOCUMENT**